

PRELIMINARY ARRAIGNMENT SYSTEM (PARS)

EXTENSION OF END-USER LICENSE AGREEMENT

This Extension of End User License Agreement (EULA) is entered into by and between the City of Philadelphia, as more fully identified below ("Licensor"), and the Department of Homeland Security/Immigration and Custom Enforcement ("Licensee") and is effective as provided herein ("Effective Date").

WHEREAS, the Licensor is the City of Philadelphia which, for purposes of this Agreement, is an entity comprised of representative of the First Judicial District of Pennsylvania, the Philadelphia Police Department, and the Philadelphia District Attorney's Office;

WHEREAS, the Licensee is the Department of Homeland Security/Immigration and Custom Enforcement ("ICE") acting through its duly designated representative who is authorized to enter into this Agreement on behalf of ICE;

WHEREAS, the Licensor has developed and owns a computer program that automates the processing of arrests, called Preliminary Arraignment System, as well as supporting materials including manuals, specifications and other documentation, collectively referred to as "PARS;"

WHEREAS, the Licensor and the Licensee are collectively referred to herein as "the Parties;"

WHEREAS, the parties executed an EULA which became effective on July 1, 2008 ("2008 Agreement"), which granted Licensee a nonexclusive license ("License") to use PARS subject to certain terms and conditions as set forth in the 2008 Agreement. A copy of the 2008 Agreement is attached as Exhibit "A;"

WHEREAS, the 2008 Agreement was amended effective as of September 1, 2009 and the License granted by the 2008 Agreement as amended expires on August 31, 2010. A copy of the *Amendment of Solicitation/Modification of Contact* executed on or about September 23, 2009 is attached as Exhibit "B;" and

WHEREAS, the Parties desire to further extend the said Agreement as specifically provided herein.

NOW, THEREFORE, the parties agree as follows:

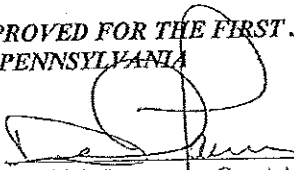
- (1) Beginning on or about September 1, 2010, the Philadelphia Department of Technology will institute program changes which will cause the redaction of complainant and witness information from the arrest report viewable by Licensee through PARS.
- (2) Beginning on or about September 1, 2010, Licensee's access to PARS will be modified to the extent that Licensee will no longer be able to view detailed information contained on the arrest reports or other PARS screens concerning complainants and witnesses.
- (3) Beginning on the execution date of this Agreement and until the changes described in paragraphs 1 and 2 are completed, Licensee understands and agrees that any complainant and witness information that may be displayed in PARS will not be used by Licensee or any of its agents in any manner.
- (4) Licensee agrees that it will not use any complainant or witness information obtained through PARS during the term of this Agreement (the initial term as well as the extended term) to initiate or supplement any immigration investigation or deportation proceeding.

- (5) This Agreement must be executed no later than September 1, 2010 and unless otherwise extended will terminate on August 31, 2011.
- (6) This Agreement may be terminated for any reason by the Licensor upon thirty (30) day written notice to Licensee.
- (7) All other terms and conditions of the 2008 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the dates set forth below.

CITY OF PHILADELPHIA

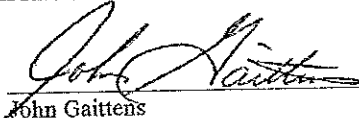
**APPROVED FOR THE FIRST JUDICIAL DISTRICT
OF PENNSYLVANIA**

BY:  8/11/10
David C. Lawrence, Court Administrator Date
First Judicial District of Pennsylvania

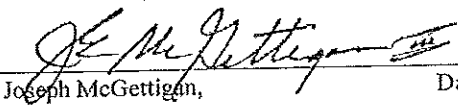
**DEPARTMENT OF HOMELAND SECURITY/
IMMIGRATION AND CUSTOM ENFORCEMENT**

BY:  8/13/10
Thomas Decker Date
Field Officer Director

**APPROVED FOR THE PHILADELPHIA
POLICE DEPARTMENT**

BY:  8-16-10
John Gaittens Date
Deputy Commissioner
Organizational and Support Services
Philadelphia Police Department

**APPROVED FOR THE PHILADELPHIA
DISTRICT ATTORNEY**

BY:  8/12/10
Joseph McGettigan, Date
First Assistant District Attorney
Philadelphia District Attorney's Office

Initial and annual payments are addressed to:

Kevin Cross
Deputy Court Administrator, Financial Services
First Judicial District
City Hall Room 395
Philadelphia, PA 19107
(215) 683-6988, Kevin.Cross@courts.phila.gov

Effective Date: July 1, 2008

CITY OF PHILADELPHIA
PRELIMINARY ARRAIGNMENT SYSTEM (PARS)
END-USER LICENSE AGREEMENT

This End User License Agreement (EULA) is by and between the City of Philadelphia (Licensor) and the Department of Homeland Security/Immigration and Custom Enforcement, (Licensee) and is effective as of the date written in above ("Effective Date") (Licensor and Licensee being collectively referred to as "the Parties").

WHEREAS, Licensor has developed and owns a computer program that automates the processing of arrests, called Preliminary Arraignment System, as well as supporting materials including manuals, specifications and other documentation, collectively referred to as PARS;

WHEREAS, PARS is proprietary to Licensor and is protected by United States and international copyright law and other intellectual property laws;

WHEREAS, Licensee desires to obtain a license to use PARS, and Licensor is willing to grant a license on the terms set forth herein;

NOW THEREFORE, the Parties agree as follows:

1. **License.** In consideration of the payment of the License Fees set forth in Exhibit A, Licensor grants to Licensee a nonexclusive license to use the PARS object code and other materials identified in Exhibit A (Licensed Materials), subject to the following terms and conditions. The license granted hereunder is personal to Licensee and is non transferable and non sublicensable.

2. **Scope of Rights.** This EULA grants to Licensee the right to:

Load, store and execute the PARS object code on the computer(s) identified in Exhibit A (Licensed Computers);

Use the PARS documentation and manuals identified as part of the Licensed Materials in Exhibit A, including making copies of the PARS documentation and manuals as needed for Licensee to train its personnel to use PARS and to permit its personnel to use PARS.

3. **Fees and Payments.** Licensee shall pay the Initial License Fee identified in Exhibit A to Licensor upon execution of this EULA and prior to delivery of PARS. Payment shall be in the form of a check to CITY OF PHILADELPHIA.

4. **Licensor Support.** Licensor agrees to provide reasonable software training, support and maintenance for PARS, as specified in Exhibit A (Support).

5. Licensee Responsibilities. Licensee shall:

Provide, and be responsible for the maintenance of, the computer(s) specified in Exhibit A (Licensed Computers), including providing a proper environment and proper utilities for the Licensed Computers on which PARS will operate;

Maintain the Licensed Computers in a secure and locked location, which shall be accessible only to Licensee's official, and duly sworn, personnel having a need to access the same for maintenance or official business/law enforcement purposes;

Access and/or disclose PARS information only when required by official duties;

Prevent the unauthorized dissemination of victim and witness information;

Designate qualified PARS operators for training by Licensor in accordance with Licensor's training obligations set forth in Exhibit A (Support);

Authorize Licensor, upon request; be given access to the Licensed Computers.

6. Proprietary Protection and Restrictions. This EULA grants only limited rights to Licensee to use PARS. PARS is being licensed, not sold, to Licensee, and this EULA does not sell or transfer to Licensee any right, title or interest in PARS or any intellectual property rights (including copyright rights) in or pertaining thereto, other than those rights expressly granted herein.

Licensee agrees not to: (i) copy, modify, or distribute PARS, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized herein; or (ii) reverse assemble, reverse compile, or otherwise translate the PARS object code.

Licensee agrees not install the PARS object code in any computers, other than those specified in Exhibit A (Licensed Computers), without Licensor's written authorization; provided that Licensee may transfer the PARS object code to another computer, temporarily, for its use in accordance with this EULA, if any of the computer systems specified in Exhibit A becomes inoperable.

Licensee acknowledges that violation of any of the forgoing provisions constitutes breach of this EULA and is cause for immediate termination. Licensee also acknowledges that, in the event of breach of any of the foregoing provisions, Licensor has no adequate remedy in money or damages, and that Licensor shall be entitled to injunctive relief upon request.

7. Limited Warranty and Limitation of Liability. Licensor warrants, for Licensee's benefit alone, that PARS conforms in all material respects to PARS specifications set forth at Exhibit A. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth herein and provided by Licensor elsewhere, including in the PARS supporting documentation. Nothing in this EULA constitutes a warranty or representation by Licensor that any activity of Licensee authorized hereunder is or will be free from infringement of third party patents.

In the event of any material defect in PARS for which Licensor is responsible, Licensor agrees to attempt, through reasonable effort, to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Licensor is unable to correct or cure such defect after it has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be a refund of the License Fee, pro-rated over the period of any inoperability of PARS due to the defect. However, if Licensee has made any changes whatsoever to PARS, if PARS has been misused or damaged by Licensee, or if Licensee

does not timely report any known defect to Licensor, Licensor's obligations to correct or cure PARS shall extinguish, and Licensee shall have no remedy or recourse.

EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO PARS, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND ANY CLAIMS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ALLEGED TO HAVE OCCURED FROM THE USE OR ANY ALLEGED FAILURE OF PARS.

8. Term of Agreement; Termination. This EULA is effective as of the Effective Date and shall continue for a period of 365 days there from, unless sooner terminated as provided herein. The license granted hereunder is renewable for one year terms at the then prevailing License Fee for renewals. The License Fee for the first year renewal is set forth in Exhibit A (First Year License Renewal Fee). License renewal is conditioned upon full payment of the yearly license fee and must occur before the termination date.

Upon termination of this EULA, and unless renewed, all rights granted hereunder will terminate and revert to Licensor. Promptly upon termination, Licensee shall return or destroy, as requested by Licensor, all Licensed Materials, including all copies of the PARS object code and other PARS materials in its possession, custody or control. Licensor may request that the Licensee certify its compliance with this provision.

9. Miscellaneous. Licensee acknowledges that Licensee's access and usage of PARS may be monitored by Licensor for security purposes.

Each user will be assigned a unique user ID for security purposes. The IDs will be administered through the Philadelphia Police Department's Records and Identification division.

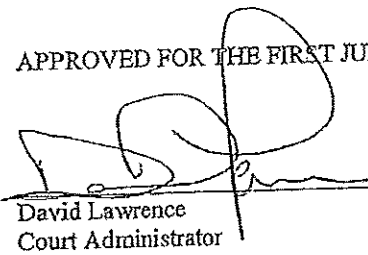
- Any modification of this EULA must be in writing and signed by an authorized representative of each Party.

In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

This EULA represents the complete and exclusive agreement between the Parties regarding licensing and use of PARS and supersedes any other proposal, representation, or other communication by or on behalf of Licensor relating thereto.

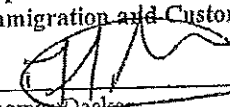
CITY OF PHILADELPHIA

APPROVED FOR THE FIRST JUDICIAL DISTRICT


David Lawrence
Court Administrator

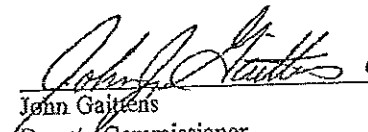
7/8/08
Date

Department of Homeland Security
Immigration and Custom Enforcement


Thomas Decker
Field Officer Director

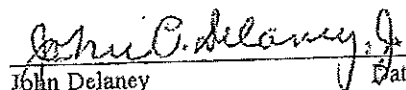
JUN-12-2008
Date

APPROVED FOR THE PHILADELPHIA
POLICE DEPARTMENT


John Gaitens
Deputy Commissioner
Organizational and Support Services
Philadelphia Police Department

6-20-08
Date

APPROVED FOR THE PHILADELPHIA
DISTRICT ATTORNEY


John Delaney
Deputy District Attorney

7-8-08
Date

Initial and annual payments are addressed to:

Kevin Cross
Deputy Court Administrator, Financial Services
First Judicial District
City Hall Room 395
Philadelphia, PA 19107
(215) 683-6988, Kevin.Cross@courts.phila.gov

EXHIBIT A

1.	Licensed Materials: <ul style="list-style-type: none">• PARS Version 5.28• User Manual
2.	Licensed Computer: Model: Serial Number:
3.	Initial License Fee: \$13,065 Yearly License Renewal Fee: \$ 5,565
4.	Support Software training, support and maintenance for PARS provided by Licensor includes: <ul style="list-style-type: none">• Initial training• A 24 hour call-in help line• On-site troubleshooting• Updates

Exhibit B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P000001	3. EFFECTIVE DATE 09/01/2009	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20535	CODE ICE/CR/RENOVALS	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: Jeremy Jenkins Washington DC 20535	CODE ICE/CR/RENOVALS
8. NAME AND ADDRESS OF CONTRACTOR (Per, about, company, title and ZIP Code) PHILADELPHIA CITY OF 336 CITY HALL BROAD AND MARKET ST PHILADELPHIA PA 191073205		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 10) 9C. MODIFICATION OF CONTRACT ORDER NO. HSCECR-08-P-00087 9D. DATED (SEE ITEM 13) 07/10/2008	
CODE 0397233870000 FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Notwithstanding this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$5,565.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Exercise Option

E. IMPORTANT: Contractor ☐ must ☐ is required to sign this document and return _____ 1 _____ copies to the buying office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Designated by WFO section headings, including solicitation contract subject matter where feasible)

DUNS Number: 039723387

The purpose of this bilateral modification is to:

1. Change the period of performance for the base year to the correct time frame of 09/01/2008 - 08/31/2009.
2. Add CLIN 0002 option period, which was inadvertently omitted, but was the mutual intent of the parties (see attachment).
3. Exercise option year one and Ford CLIN 0002 in the amount of \$5,565.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as to those changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Kevin A. Cross, Deputy Court Administrator

15B. CONTRACTOR OFFEROR

(Signature of person authorized to sign)

NSN 7540-01-152-009
Previous edition unusable

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Nancy J. Naples-Renley

15B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

15C. DATE SIGNED

9/23/09

23 September 2009

STANDARD FORM 30 (REV. 10-94)
Prescribed by GSA
FAR (48 CFR) 53.203

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-08-P-00087/P00001	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR
PHILADELPHIA CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. As a result this purchase order is increased by \$5,565.00 from a previously funded amount of \$13,065.00 to a new funded total of \$18,630.00.</p> <p>In consideration of the modification agreed to herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this contract/order for further equitable adjustment attributable to such facts or circumstances giving rise to this adjustment.</p> <p>Discount Terms: Net 30</p> <p>Accounting Info: NONE000-000 BA 34-31-00-000 18-61-0900-00-00-00-00 GE-25-14-00- ----- 000000</p> <p>FOB: Destination Period of Performance: 09/01/2008 to 08/31/2010</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>PRELIMINARY ARRAIGNMENT SYSTEM (PARS)</p> <p>Program POC: Mary Gibbs, (215) 656-7140, ext. 7314 Ji-YoungLee, (215) 656-7140, ext. 7315</p> <p>POP changed by MOD 1</p> <p>POP: 09/01/2008- 08/31/2009 Requisition No: FPA080028</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Period of Performance: 09/01/2008 to 08/31/2009</p> <p>Add Item 0002 as follows:</p>	13064	DO	1.00	0.00
0002	<p>PRELIMINARY ARRAIGNMENT SYSTEM (PARS) RENEWAL 2009-2010. Continued ...</p>	5565	DO	1.00	5,565.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-08-P-00087/P00001	PAGE	OF
		3	4

NAME OF OFFEROR OR CONTRACTOR
PHILADELPHIA CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FUND EXISTING AGREEMENT HSCECR08P00087 Product/Service Code: R612 Product/Service Description: INFORMATION RETRIEVAL Requisition No: 192109FPA00000041</p> <p>Delivery: 09/01/2009 Delivery Location Code: PHI Department of Homeland Security Immigration and Customs Enforcement CITIZENSHIP & IMMIGRATION SVC 1600 Callowhill Street Philadelphia PA 19130 US Period of Performance: 09/01/2009 to 08/31/2010 Contract Specialist: Jeremy Jenkins 202-732-2661 Program POC: Mary Gibbs 215-656-7140 x 7314</p> <p>Invoice Instructions:</p> <p>Use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure pertains to all invoices submitted.</p> <p>1. Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-FPA Willinston, VT 05495-1620</p> <p>or</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
PHILADELPHIA CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>order/contract shall also be notated on every invoice.</p> <p>2. All invoices must include:</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, contract line item number and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information will be returned for resubmission.</p>				